

Liber N N     And whereupon the Said John Rider by Robert Ridgely his Attorney complaineth that whereas the Said John Quigley at New York aforesaid the eighteenth day of October One thousand Six hundred Seventy One haveing certaine Comunication with One Philip Udall of fflushing upon Long Island about the purchase of a certaine negro woman called Nan the said John Rider at the Speciall instance and request of the said John Quigly did become joyntly bound with Quigley to the said Udall for the Summe of two thousand weight of good merchantable tobacco in caske to be delivered to the said Philip Udall his heirs or assignes at or before the first day of May next ensuing the date thereof at the Weigh house in New York aforesaid free of all Charges for the just and true performance whereof the said John Quigley and the Said John Rider On the behalfe & earnest request of the said John Quigley did bind themselves their heirs executors and adm<sup>rs</sup> in the full Summe of foure thousand weight. And whereas also the said John Quigley afterwards to wit the second day of December 1671 at New Yorke aforesaid well weighing the Kindnesse the said John Rider had done him in being bound with him as aforesaid to the Said Udall did assume upon himselfe and to the said John Rider did then & there faithfully promise to save and Keepe harmless the Said John Rider his heirs executors or administrators from the payment of the said tobacco and all trouble and charges that might arise upon that accompt as the Security of the Said Quigley as aforesaid or else upon failer thereof to pay unto the said John Rider the Summe of fifty pounds sterl And the Said John Rider in fact saith that On the seventh day of September One thousand six hundred seventy five at New Yorke aforesaid in the Mayors Court there the said Philip him the said John Rider for the Said two thousand pounds of tobacco did implead and against the said John Rider in the said Mayors Court judgment for the Same together with the usuall interest at six per Cent with costs of suite did Obtaine whereby action hath accrued to the said John Rider to require and have of the Said John Quigley the said Summe of fifty pounds Sterling according to his promise and assumption aforesaid Yet the aforesaid John Quigley his promise and assumption so as aforesaid made little regarding but deviseing and fraudulently intending him the said John Rider of the aforesaid fifty pounds Sterling to defraud and deceive the said fifty pounds sterling to him the said John Rider according to his pmise and assumption aforesaid hath not paid though often thereunto required but the same to pay hath denied and as yet doth deny to the damage of the said John Rider One hundred pounds Sterling and thereupon he bringeth his Suite.

And the Said John Quigley in his proper person cometh and defendeth the force and injury when &c and prayeth liberty of Speakeing hereunto untill the next Provincia<sup>l</sup> Court the same day is given to both parties.